

Mylan Healthcare d.o.o. – TERMS AND CONDITIONS OF PURCHASE	Mylan Healthcare d.o.o. – DOLOČILA IN POGOJI NAKUPA
<b>1 Interpretation</b>	<b>1 Razlaga</b>
In these Conditions, the following expressions shall have the following meanings:	V teh pogojih imajo naslednji izrazi naslednje pomene:
"Mylan" means Mylan Healthcare d.o.o.	»Mylan« pomeni družbo Mylan Healthcare d.o.o.
"Conditions" means the terms and conditions of purchase set out in this document together with any special terms and conditions agreed in writing between MYLAN and the Supplier.	»Pogoji« pomeni določila in pogoje nakupa, kot so določeni v tem dokumentu, vključno z morebitnimi posebnimi določili in pogoji, ki so bili med družbo MYLAN in dobaviteljem pisno sklenjeni.
"Contract" means the Order and the Conditions and any drawings or other documents which are attached or referred to in the Order or which relate to the Goods ordered.	»Pogodba« pomeni naročilo in pogoje ter morebitne risbe ali druge dokumente, ki so priloženi naročilu ali se ta nanaša nanje ali ki se povezujejo z naročenim blagom.
"Goods" means the goods or any of them described in the Order including any materials, articles, plant, equipment, products or services or any of them to be supplied to MYLAN pursuant to the Contract.	»Blago« pomeni blago, opisano v naročilu, vključno z materialom, izdelki, obratom, opremo, proizvodi ali storitvami ali kar koli od tega, kar je družbi MYLAN dobavljeno v skladu s pogodbo.
"Order" the requirements of MYLAN issued by MYLAN to the Supplier on the official purchase order form of MYLAN to which these Conditions are annexed or otherwise issued by MYLAN in writing to the Supplier.	»Naročilo« zahteve družbe MYLAN, ki jih je družba MYLAN na tej naročilnici, ki so ji ti pogoji priloženi ali drugače posredovani dobavitelju, izdala družba MYLAN.
"Supplier" the person, firm or company to whom the Order is addressed.	»Dobavitelj« oseba, podjetje ali družba, ki jih je izdana ta naročilnica.
<b>2 Basis of Purchase</b>	<b>2 Podlaga nakupa</b>
2.1 The Order constitutes an offer by MYLAN to purchase the Goods subject to the Conditions and no Order is binding on MYLAN unless and until the Supplier, either expressly by giving notice of acceptance or impliedly by fulfilling the Order, in whole or in part accepts the offer.	2.1 Naročilo predstavlja ponudbo družbi MYLAN za nakup blaga, za katero veljajo ti pogoji, in za družbo MYLAN ni zavezujoče, razen in če dobavitelj izrecno z obvestilom o sprejemanju ali posredno z izpolnitvijo naročila v celoti ali delu sprejema naročilo.
2.2 These Conditions alone govern and are incorporated in every contract or other course of dealings made or undertaken by MYLAN with the Supplier. No other action on the part of MYLAN, whether by accepting goods or otherwise, shall be construed as an acceptance of any other conditions.	2.2 Ti pogoji veljajo za vsako pogodbo ali drugačen dogovor, ki ga je z dobaviteljem sklenila družba MYLAN. Nobeno drugo dejanje v imenu družbe MYLAN, bodisi s sprejemom blaga ali drugače, se ne sme šteti za sprejetje katerih koli drugih pogojev.
<b>3 Ordering Procedure and Orders</b>	<b>3 Postopek naročanja in naročila</b>
3.1 MYLAN may place Orders for its requirements of Goods in writing on MYLAN's official purchase order form. The date and place of delivery may be altered by MYLAN from time to time by written notice to the Supplier. The Supplier must not make any changes whatsoever in the colour, specification, design or composition of the Goods once ordered without the prior written consent of MYLAN.	3.1 Družba MYLAN lahko izda naročila glede na potrebe po blagu v pisni obliki na uradni naročilnici družbe MYLAN. Datum in kraj dobave lahko družba MYLAN občasno spremeni s pisnim obvestilom dobavitelja. Dobavitelj ne sme blaga po naročilu brez predhodnega pisnega soglasja družbe MYLAN spreminjati glede barve, specifikacije, dizajna ali sestave.
3.2 The Supplier must immediately inform MYLAN if the Supplier knows or believes that it will not be, or is unlikely to be, able to deliver all or any of the Goods by the date required on the Order and MYLAN is entitled to cancel any Order placed without liability and without prejudice to any other right or remedy.	3.2 Dobavitelj mora družbo MYLAN nemudoma obvestiti, če ve ali meni, da ne bo mogel ali je malo verjetno, da bi mogel, dobaviti katero koli blago do datuma, navedenega na naročilnici, družba MYLAN pa je upravičena do preklica katerega koli naročila brez odgovornosti in brez poseganja v katero koli drugo pravico ali pravno sredstvo.
<b>4 Deliveries</b>	<b>4 Dobave</b>
4.1 All Goods must be delivered Carriage and Insurance Paid (as that term is defined in Incoterms 2010 Edition) to the address stated on the Order or otherwise notified by MYLAN ("Delivery Address"), except where any provision of these Conditions expressly provides otherwise or unless otherwise agreed in writing between the parties. All prices, unless otherwise stated, include packing, crates, packaging and delivery.	4.1 Vse blago mora biti dobavljeno s plačanim prevozom in zavarovanjem (kot je to opredeljeno v Mednarodnih trgovinskih pogojih Incoterms, izdaja 2010) na naslov, ki je naveden v naročilu ali ki ga družba MYLAN drugače sporoči (»naslov dostave«), razen če katere koli določba teh pogojev izrecno določa drugače ali če se stranki pisno dogovorita drugače. Če ni drugače navedeno, vse cene vključujejo pakiranje, zabojčke, embalažo in dobavo.
4.2 The Goods ordered by MYLAN are at the Supplier's risk until delivered to the Delivery Address, unless otherwise agreed in writing between the parties.	4.2 Za blago, ki ga je naročila družba MYLAN, prevzema tveganje do dobave na naslov dobave dobavitelj, razen če se stranki pisno dogovorita drugače.
4.3 Delivery must be made by the Supplier during MYLAN's normal working hours (between 9 am and 5 pm Monday to Friday) or as requested by MYLAN. MYLAN accepts no responsibility for Goods delivered outside these times.	4.3 Dobavitelj mora dobavo opraviti v običajnem delovnem času družbe MYLAN (od ponedeljka do petka med 9.00 in 17.00) ali na zahtevo družbe MYLAN. Družba MYLAN ne sprejema odgovornosti za blago, dobavljeno zunaj tega časa.
4.4 The title in the Goods passes to MYLAN on proper delivery to the Delivery Address, whether or not MYLAN has made payment in respect of them, unless payment of the Goods is made prior to delivery, in which case title passes to MYLAN once payment has been made and the Goods have been appropriated to the Contract. The Supplier will indemnify MYLAN against any third party claims regarding title of goods.	4.4 Lastninska pravica na blagu preide na družbo MYLAN ob pravilni dobavi na naslov za dobavo, ne glede na to, ali je družba MYLAN zanj opravila plačilo ali ne, razen če je plačilo za blago opravljeno pred dostavo; v tem primeru preide lastninska pravica na družbo MYLAN, ko je opravljeno plačilo in je bilo blago dodeljeno pogodbi. Dobavitelj bo družbi MYLAN ob kakršnih koli zahtevkih tretjih oseb v zvezi z lastništvom blaga povrnil škodo.
4.5 Time is of the essence. Each consignment of Goods ordered by MYLAN must be delivered in full by the due date stipulated by MYLAN. The date for delivery is as specified in the Order or if no such date is specified, then the Supplier shall request a date for delivery from MYLAN and MYLAN will provide such date for delivery to the Supplier. If any Order is	4.5 Čas je bistven. Vsaka pošiljka blaga, ki jo naroči družba MYLAN, mora biti v celoti dobavljena do roka, ki ga določi družba MYLAN. Datum dobave je določen v naročilu, če pa tak datum ni določen, mora dobavitelj od družbe MYLAN zahtevati datum dobave, družba MYLAN pa bo dobavitelju takšen datum dobave zagotovila. Če je katero koli naročilo

only partially fulfilled by the agreed date, then MYLAN reserves the right, without prejudice to any other remedy, either to accept or reject the partially delivered Goods and, in either case, to cancel the Order in respect of those Goods which have not been delivered on time and to apportion the price accordingly.	do dogovorjenega datuma izpolnjeno le delno, si družba MYLAN pridržuje pravico, da brez poseganja v katero koli drugo pravno sredstvo sprejme ali zavrne delno dobavljeno blago in da v obeh primerih prekliče naročilo za tisto blago, ki ni bilo pravočasno dobavljeno, ter ustrezno prilagodi ceno.
4.6 All Goods delivered must be accompanied by a dispatch note or a consignment note and a packing note quoting the Order reference number (and any relevant part number) which must be displayed prominently. Any indication by MYLAN upon delivery that the consignment accords with the consignment note shall not be taken as indicating that MYLAN has accepted the Goods.	4.6 Vse dobavljeno blago mora spremljati odpremnica ali tovorni list in pakirni list z referenčno številko naročila (in morebitno ustrezno številko dela), ki mora biti na vidnem mestu. Morebitna navedba družbe MYLAN ob dobavi, da je pošiljka skladna s tovnim listom, ne pomeni, da je družba MYLAN blago sprejela.
4.7 MYLAN is entitled to reject any Goods delivered which are not in accordance with the Contract within 60 days of the defect coming to its attention.	4.7 Družba MYLAN ima pravico zavrniti vsako dobavljeno blago, ki ni v skladu s pogodbo, v 60 dneh po tem, ko je bila na napako opozorjena.
4.8 The Supplier bears the risk in respect of any rejected Goods. MYLAN is entitled to charge the Supplier a daily storage charge for the period in which any rejected Goods remain uncollected.	4.8 Tveganje v zvezi z zavrnjenim blagom nosi dobavitelj. Družba MYLAN ima pravico dobavitelju zaračunati dnevni strošek skladiščenja za obdobje, ko zavrnjeno blago ostane neprevzeto.
4.9 If the Supplier fails to deliver the Goods ordered by MYLAN in full or in part or to make delivery within the period specified, then the Supplier is liable to indemnify and reimburse MYLAN fully for its loss or damage directly or indirectly attributable to the delay in delivery or failure to deliver, including (without limitation) any expenditure reasonably incurred by MYLAN which is in any way attributable to the Supplier's failure to deliver the Goods on the due date.	4.9 Če dobavitelj ne dobavi blaga, ki ga je naročila družba MYLAN, v celoti ali delno, ali ne opravi dobave v določenem roku, je dobavitelj družbi MYLAN dolžan povrniti škodo, ki jo je mogoče neposredno ali posredno pripisati zamudi pri dobavi ali neizvedbi dobave, vključno (brez omejitev) z vsemi razumnimi stroški družbe MYLAN, ki jih je na kakršen koli način mogoče pripisati dobaviteljevi neizvedbi dobave blaga na določen datum.
<b>5 The Goods</b>	<b>5 Blago</b>
5.1 The Supplier warrants, represents and undertakes to MYLAN that the Goods delivered or supplied:	5.1 Dobavitelj družbi MYLAN jamči, zagotavlja in se zavezuje, da bo dobavljeno ali dostavljeno blago:
(a) will comply with the Contract and/or any specifications issued in connection therewith in quantity, quality and description for the Supplier's warranty period; If the Goods are (or contain components) manufactured by a party other than Supplier, MYLAN acknowledges that Supplier is not the manufacturer of such Goods (or components) and agrees that all such goods (or components) are warranted: (i) to the extent of the manufacturer's express warranties to Supplier, which Supplier shall provide to MYLAN upon MYLAN's first demand; or (ii) to the extent of the warranty stated in Supplier's quotation, whichever of (i) or (ii) is higher; In the event of any default reported by MYLAN to Supplier under the manufacturer's warranty, Supplier shall take all appropriate actions against the manufacturer;	(a) skladno s pogodbo in/ali vsemi specifikacijami, izdanimi v zvezi s količino, kakovostjo in opisom, v garancijskem obdobju dobavitelja; če je blago (ali njegove sestavne dele) proizvedla druga stranka, kot je dobavitelj, družba MYLAN priznava, da dobavitelj ni proizvajalec takega blaga (ali sestavnih delov) in se strinja, da garancija za vse tako blago (ali sestavne dele) velja: (i) v obsegu proizvajalčevih izrecnih garancij za dobavitelja, ki jih dobavitelj družbi MYLAN predloži na prvo njeno zahtevo; ali (ii) v obsegu garancije, navedene v dobaviteljevi ponudbi, pri čemer se upošteva tista od točk (i) in (ii), ki je višja; v primeru kakršne koli neizpolnitve obveznosti, o kateri bo družba MYLAN obvestila dobavitelja, bo dobavitelj sprejel vse ustrezne ukrepe zoper proizvajalca;
(b) will be of satisfactory quality and fit for the purpose for which they are supplied and held out by the Supplier and for which they are commonly used;	(b) bodo zadovoljive kakovosti in primerni za namen, za katerega jih dobavitelj dobavlja in hrani ter za katerega se običajno uporabljajo;
(c) will be free from defects in design, material and workmanship;	(c) bodo brez napak v zasnovi, materialu in izdelavi;
(d) will conform with all relevant legal and statutory requirements.	(d) bodo v skladu z vsemi ustreznimi zakonskimi in statutarnimi zahtevami.
The warranties set out in this article 5.1 will remain in force notwithstanding the acceptance or use by MYLAN of the Goods. No attempt by Supplier to disclaim any warranty, express or implied, shall be effective, and every such attempt is expressly rejected by MYLAN.	Garancije iz tega člena 5.1 ostanejo v veljavi ne glede na to, da je družba MYLAN blago sprejela ali ga uporablja. Noben dobaviteljev poskus zavrnitve katere koli garancije, izrecne ali implicitne, ne bo učinkovit, zato družba MYLAN vsak tak poskus izrecno zavrača.
5.2 Without prejudice to any other remedy, in the event any Goods are not supplied in accordance with the Contract, MYLAN is entitled:	5.2 Brez poseganja v katero koli drugo pravno sredstvo ima družba MYLAN v primeru, da blago ni dobavljeno v skladu s pogodbo, pravico:
(a) to require from the Supplier to provide replacement Goods in accordance with the Contract within 7 days; or	(a) od dobavitelja zahtevati, da v 7 dneh zagotovi nadomestno blago v skladu s pogodbo; ali
(b) at MYLAN's sole option, and whether or not MYLAN has previously required the Supplier to provide any replacement Goods, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid and any sums due pursuant to article 5.3.	(b) po lastni izbiri družbe MYLAN in ne glede na to, ali je družba MYLAN od dobavitelja predhodno zahtevala, da zagotovi nadomestno blago ali ne, obravnavati pogodbo kot razvezano zaradi dobaviteljeve kršitve in zahtevati povračilo katerega koli dela plačane cene in vseh zneskov, ki jih je treba plačati v skladu s členom 5.3.
5.3 The Supplier must indemnify MYLAN in full against all damages, costs and expenses (including legal expenses) awarded against or incurred or paid by MYLAN as a result or in connection with:	5.3 Dobavitelj mora družbi MYLAN v celoti povrniti vso škodo, stroške in izdatke (vključno s pravnimi stroški), ki jih je morala družba MYLAN povrniti ali plačati zaradi ali v zvezi z:
(a) a breach of any warranty given by the Supplier in relation to the Goods or warranty or term of the Contract;	(a) kršitvijo katere koli garancije, ki jo je dobavitelj dal v zvezi s pogodbo, ali garancijo ali določilom pogodbe;

(b) any claim that the Goods or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any third party;	(b) kakršnim koli zahtevkom, da blago ali njegov uvoz, uporaba ali nadaljnja prodaja krši patent, avtorsko pravico, pravico do modela, blagovno znamko ali druge pravice intelektualne lastnine katere koli tretje osebe;
(c) any claim arising from an injury to a third party (except where solely caused by MYLAN's negligence) or damage to property arising from the use of the Goods or the fulfillment of the Contract or sustained by the Supplier, its employees or agents while on MYLAN's premises.	(c) kakršnim koli zahtevkom, ki izhaja iz poškodbe tretje osebe (razen če je izključno posledica malomarnosti družbe MYLAN) ali materialne škode, ki izhaja iz uporabe blaga ali izpolnjevanja pogodbe ali jo utrpi dobavitelj, njegovi zaposleni ali zastopniki, ko so v prostorih družbe MYLAN.
<b>6 Price</b>	<b>6 Cena</b>
6.1 The price of the Goods will be as stated in the Order and, unless otherwise provided, is:	6.1 Cena blaga bo navedena v naročilu in je, če ni drugače navedeno:
(a) exclusive of any applicable value added tax (which shall be payable by MYLAN subject to receipt of a VAT invoice); and	(a) brez veljavnega davka na dodano vrednost (ki ga družba MYLAN plača po prejemu računa DDV); in
(b) inclusive of all charges for packaging, package, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, taxes or levies other than Value Added Tax.	(b) vključuje vse stroške embalaže, pakiranja, prevoza, zavarovanja in dostave blaga na naslov za dostavo ter vse dajatve, davke ali prelevmane, razen davka na dodano vrednost.
6.2 No increase in the price may be made, whether on account of increased material, labor or transport costs or otherwise, without the prior written consent of MYLAN in writing.	6.2 Cene ni mogoče zvišati zaradi povečanih stroškov materiala, dela ali prevoza ali drugih razlogov brez predhodnega pisnega soglasja družbe MYLAN.
6.3 MYLAN is entitled to the benefit of any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.	6.3 Družba MYLAN je upravičena do morebitnega popusta za takojšnje plačilo, nakup velike količine ali obseg nakupa, ki ga običajno odobri dobavitelj, ne glede na to, ali je naveden v njegovih lastnih prodajnih pogojih ali ne.
<b>7 Payment</b>	<b>7 Plačilo</b>
7.1 The Supplier may invoice MYLAN on or at any time after proper delivery of the Goods.	7.1 Dobavitelj lahko družbi MYLAN izstavi račun ob pravilni dobavi blaga ali kadar koli po njej.
7.2 Unless otherwise stated in the Order, MYLAN will pay the Supplier within 60 days from receipt of Supplier's invoice issued pursuant to article 7.1.	7.2 Če v naročilu ni določeno drugače, bo družba MYLAN dobavitelju plačala v 60 dneh po prejemu dobaviteljevega računa, izdanega v skladu s členom 7.1.
7.3 Without prejudice to any other right or remedy, MYLAN is entitled to set off against the price of the Goods any sums owed to MYLAN by the Supplier.	7.3 Brez poseganja v katero koli pravico ali pravno sredstvo ima družba MYLAN pravico, da od cene blaga odbije vse zneske, ki jih dobavitelj dolguje družbi MYLAN.
<b>8 Termination</b>	<b>8 Prenehanje</b>
8.1 MYLAN is entitled to terminate the Contract with immediate effect by written notice if the Supplier becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities; or a statutory demand is served, a receiver is appointed or any insolvency procedure is instituted or occurs; or if the Supplier commits a material breach of the Contract or any other contract between MYLAN and the Supplier.	8.1 Družba MYLAN ima pravico, da pogodbo takoj pisno prekine, če dobavitelj ne more plačati svojih dolgov, ko ti zapadejo v plačilo, ali če je vrednost njegovih sredstev manjša od zneska njegovih obveznosti ob upoštevanju njegovih pogojnih in bodočih obveznosti; ali če je vložena zakonska zahteva, imenovan upravitelj ali je uveden ali se pojavi kakršen koli postopek zaradi insolventnosti; ali če dobavitelj bistveno krši to ali katero koli drugo pogodbo med družbo MYLAN in dobaviteljem.
8.2 If any of the events described in article 8.1 occurs, MYLAN is entitled without prejudice to any of its other rights to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by MYLAN:	8.2 Če nastopi kateri koli od dogodkov, opisanih v členu 8.1, ima družba MYLAN pravico, da brez poseganja v katero koli od svojih drugih pravic po lastni presoji uporabi eno ali več naslednjih pravnih sredstev, ne glede na to, ali je družba MYLAN sprejela kateri koli del blaga ali ne, in sicer:

(a) to rescind the Order;	(a) da prekliche naročilo;
(b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned will be paid immediately by the Supplier;	(b) da zavrne blago (v celoti ali delno) in ga vrne dobavitelju na tveganje in stroške dobavitelja, pod pogojem, da bo dobavitelj takoj plačal celotno nadomestilo za tako vrnjeno blago;
(c) at MYLAN's option to give the Supplier the opportunity, at the Supplier's expense, either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;	(c) po izbiri družbe MYLAN dati dobavitelju možnost, da na stroške dobavitelja odpravi napake na blagu ali dobavi nadomestno blago in opravi vsa druga potrebna dela za zagotovitev izvedbe pogodbenih pogojev;
(d) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;	(d) da zavrne sprejetje kakršnih koli nadaljnjih dobav blaga, vendar brez kakršne koli odgovornosti do dobavitelja;
(e) to carry out, at the Supplier's expense, any work necessary to make the Goods compliant with the Contract; and	(e) da na stroške dobavitelja opravi vsa dela, ki so potrebna za uskladitev blaga s pogodbo; in
(f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.	(f) da zahteva odškodnino za škodo, ki bi lahko nastala zaradi dobaviteljeve kršitve ali več kršitev pogodbe.
8.4 All provisions of these Conditions which, in order to give effect to their meaning, need to survive the termination of the Contract in whole or in part will remain in full force and effect after such termination.	8.4 Vse določbe teh pogojev, ki morajo zaradi uresničevanja svojega pomena ostati v veljavi tudi po popolni ali delni preikinitvi pogodbe, ostanejo v veljavi tudi po taki preikinitvi.
<b>9 Ownership of Property</b>	<b>9 Lastništvo</b>
All drawings, dies, moulds, tooling and other proprietary information (including without limitation know-how, specifications, inventions, processes or initiatives) ("Information") either furnished by MYLAN to the Supplier or created or provided by the Supplier for the purpose of the Contract must remain the property of MYLAN and the Supplier must treat such Information as strictly confidential, must keep it safely and must not use nor disclose it except as strictly required in the course of performance of the Contract. MYLAN may reproduce and use such Information freely for any purposes whatsoever.	Vse risbe, matrice, kalupi, orodja in druge lastniške informacije (med drugimi tudi znanje, specifikacije, izumi, postopki ali pobude) »informacije«, ki jih dobavitelju zagotovi družba MYLAN ali jih dobavitelj ustvari ali zagotovi za namene pogodbe, morajo ostati last družbe MYLAN, dobavitelj pa mora te informacije obravnavati kot strogo zaupne, jih varno shranjevati ter jih ne sme uporabljati ali razkriti, razen če je to nujno potrebno pri izvajanju pogodbe. Družba MYLAN lahko takšne informacije prosto razmnožuje in uporablja za kateri koli namen.
<b>10 General</b>	<b>10 Splošno</b>
10.1 Any communication to be given in connection with the Contract must be in writing and must (unless otherwise set out herein) either be delivered by hand or sent by first class/registered or recorded post or fax to the address of the relevant Party. For the purposes of article 3.1, MYLAN shall be entitled to deliver communications by email to the email address provided by the Supplier.	10.1 Vsako sporočilo v zvezi s pogodbo mora biti pisno in ga je treba (razen če ni v tej pogodbi določeno drugače) izročiti osebno ali poslati s prvim razredom/registerirano ali priporočeno pošto), ali po faksu na naslov zadevne pogodbenice. Za namene člena 3.1 ima družba MYLAN pravico pošiljati sporočila po elektronski pošti na elektronski naslov, ki ga zagotovi dobavitelj.
10.2 The Supplier may not, without the prior written consent of MYLAN, assign any of its rights or transfer, sub-contract or delegate any of its obligations under these Conditions.	10.2 Dobavitelj brez predhodnega soglasja družbe MYLAN ne sme prenesti nobene od svojih pravic ali prenesti, oddati v podizvajanje ali delegirati nobene od svojih obveznosti po teh pogojih.
10.3 If any provision of these Conditions is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Conditions will remain in full force and effect and will not in any way be impaired.	10.3 Če kateri koli sodni ali drug pristojni organ ugotovi, da je katera koli določba teh Pogojev neveljavna ali izvršljiva, ostanejo vse druge določbe teh Pogojev v celoti v veljavi in ne bodo na noben način oslABLJENE.
10.4 The Supplier must not, without the prior written permission of MYLAN, advertise or announce that it supplies Goods to MYLAN and shall discontinue any such permitted advertisement or announcement on demand.	10.4 Dobavitelj brez predhodnega soglasja družbe MYLAN ne sme oglaševati ali objavljati, da dobavlja blago družbi MYLAN, in mora na zahtevo prenehati z morebitnim dovoljenim oglaševanjem ali objavljanjem.
10.5 The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Contract or in respect of the Goods and shall procure upon request by MYLAN the policy of such insurance and the premium receipts.	10.5 Dobavitelj bo vedno zavaroval in se zavaroval pri ugledni zavarovalnici za vso zavarovalno odgovornost po pogodbi ali v zvezi z blagom ter bo na zahtevo družbe MYLAN predložil polico takšnega zavarovanja in potrdila o plačilu premije.
<b>11 Governing Law and Jurisdiction</b>	<b>11 Pristojno pravo in sodna pristojnost</b>
These Conditions and the Contract are governed by and are to be construed in accordance with Slovenian law. The parties irrevocably agree that exclusive jurisdiction to settle any dispute, which may arise out of or in connection with the Contract shall be given to the courts in Ljubljana, depending on court competence.	Te pogoje in pogodbo ureja in razlaga slovenska zakonodaja. Pogodbeni stranki se nepreklicno strinjata, da so za reševanje vseh sporov, ki bi lahko nastali iz pogodbe ali v zvezi z njo, pristojna izključno sodišča v Ljubljani, skladno s sodno pristojnostjo.
<b>12 Debarment and Anti-Corruption Laws</b>	<b>12 Zakonodaja o prepovedi opravljanja dejavnosti in protikorupcijska zakonodaja</b>
12.1 Supplier shall not knowingly utilize the services of any employee or other person who is debarred by the US Food and Drug Administration, any other regulatory authority or any other applicable law or is otherwise prohibited by any government authority from participating in any government health program.	12.1 Dobavitelj ne bo zavedno koristil storitev nobenega zaposlenega ali druge osebe, ki jo je izločila Ameriška zvezna uprava za hrano in zdravila, kateri koli drug regulativni organ ali veljavna zakonodaja ali ji je kateri koli vladni organ prepovedal sodelovanje v katerem koli vladnem programu za zdravje.
12.2 Supplier understands that MYLAN is required to and does abide by the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act ("UKBA"), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business	12.2 Dajalec licenc razume, da mora družba MYLAN ravnati in da ravnava v skladu z zveznim zakonom Združenih držav o koruptivnih praksah v tujini (zakon »FCPA«), zakonom Združenega kraljestva o podkupovanju (zakon »UKBA«), Konvencijo OECD o boju proti

<p>Transactions, and all other applicable national and local anti-corruption laws (collectively, the "Anti-Corruption Laws"). Each Party represents and warrants that no one acting on its behalf will offer, promise, make, accept, solicit, authorize or provide, directly or indirectly, any payments, gifts, or anything of value to any person for the purpose of corruptly or improperly influencing or rewarding any action, inaction, or decision by such person, or for the purpose of obtaining or retaining business or securing an improper business advantage. This representation and warranty extends to bribery of government officials or government employees (including employees of government-owned and government-controlled corporations or agencies) and bribery of individuals or organizations operating in the private sector. Moreover, this representation and warranty extends to payments, even in nominal amounts, made to government officials to expedite or secure routine, non-discretionary actions (e.g. processing visas, licenses, or permits).</p>	<p>podkupovanju tujih uslužbencev v mednarodnem poslovanju in vsemi drugimi mednarodnimi in lokalnimi protikorupcijskimi zakoni, ki se uporabljajo (skupaj »protikorupcijski zakoni«). Vsaka stranka izjavlja in jamči, da nihče, ki deluje v njenem imenu, ne bo ponudil, obljubil, dal, sprejel, zahteval, odobril ali zagotovil, neposredno ali posredno, kakršnega koli plačila, darila ali česar koli vrednega kateri koli osebi v namene koruptivnega ali neprimernega vplivanja na dejanje, opuščanje dejanja ali odločitve s strani te osebe ali njihovega nagrajevanja ali v namene sklepanja poslov ali ohranjanja poslovnih dejavnosti ali zagotavljanja neprimerne poslovne prednosti. Ta izjava in jamstvo veljata tudi za podkupovanje vladnih uradnikov ali vladnih uslužbencev (vključno z uslužbenci korporacij ali agencij, ki so v državni lasti in pod državnim nadzorom) in za podkupovanje posameznikov ali organizacij v zasebnem sektorju. Poleg tega ta izjava in jamstvo veljata za plačila (tudi za nominalne zneske) vladnim uradnikom, da bi ti pospešili običajne in nediskrecijske postopke ali zagotovili njihovo izvedbo (na primer izdaja vizumov, licenc ali dovoljenj).</p>
<p>Each Party represents and warrants that no one acting on its behalf will offer, promise, make, accept, solicit, authorize or provide, directly or indirectly, any payments, gifts, or anything of value to any political party, official of a political party, or candidate (or to an intermediary of any such person) for the purpose of corruptly or improperly influencing or rewarding any action, inaction, or decision by such person. Supplier understands that MYLAN may immediately suspend payment, in its sole discretion and without notice, if the actions or inactions of Supplier become subject to an investigation of potential violations of the Anti-Corruption Laws. Moreover, Supplier understands that if MYLAN determines that Supplier failed to comply with the provisions of any Applicable Law, including the Anti-Corruption Laws, MYLAN may immediately terminate this Agreement, and any payments due thereunder, in its sole discretion and without notice. Each Party warrants that all persons acting on its behalf will comply with all Applicable Laws in connection with all work under this Agreement, including the Anti-Corruption Laws if any, prevailing in the country(ies) in which such Party has its principal places of business. Each Party further warrants and represents that should it learn or have reason to suspect any breach of the covenants in this article 12, it will immediately notify the other Party. MYLAN shall be allowed to reasonable access to the Supplier's books and records and shall have the right to audit the Supplier on a periodic basis with respect to this article 12.</p>	<p>Vsaka stranka izjavlja in jamči, da nihče, ki deluje v njenem imenu, ne bo ponudil, obljubil, dal, sprejel, zahteval, odobril ali zagotovil, neposredno ali posredno, kakršnega koli plačila, darila ali česar koli vrednega kateri koli politični stranki, funkcionarju politične stranke ali njenemu kandidatu (ali posredniku take osebe) v namene koruptivnega ali neprimernega vplivanja na dejanje, opuščanje dejanja ali odločitve s strani te osebe ali njihovega nagrajevanja. Dobavitelj razume, da lahko družba MYLAN nemudoma začasno ustavi plačila, in sicer po lastni presoji in brez obvestila, če se v zvezi z dejanji ali opustitvijo dejanj dobavitelja sproži preiskava morebitnih kršitev protikorupcijskih zakonov. Poleg tega dobavitelj razume, da lahko družba MYLAN, če to ugotovi, da dajalec licenc ni deloval v skladu z določbami katerega koli zakona, ki se uporablja, vključno s protikorupcijskimi zakoni, nemudoma prekine sporazum in vsa plačila, ki izhajajo iz njega, in sicer po lastni presoji in brez obvestila. Vsaka stranka jamči, da bodo osebe, ki delujejo v njenem imenu, delovale v skladu z zakoni, ki se uporabljajo, v povezavi z vsemi deli, ki izhajajo iz tega sporazuma, vključno s protikorupcijskimi zakoni, kadar je to primerno, ki se uporabljajo v državi ali državah, v katerih ima taka stranka svoj glavni kraj poslovanja. Vsaka stranka izjavlja in jamči tudi, da bo nemudoma obvestila drugo stranko v primeru, da izve ali ima razlog za sum o kakršni koli kršitvi zavez iz tega člena 12. Družba MYLAN ima razumen dostop do knjig in evidenc dobavitelja ter ima pravico, da izvede revizijo dobavitelja v rednih časovnih presledkih v zvezi s tem členom 12.</p>